

Following that conference call, I began to work with Etscheid, Michaels, and others on a business plan for this venture and on fundraising.

6. Our business plan was to provide attorneys with an opportunity to defer attorney's fees through Brook-Hollow Financial and affiliates, while receiving money immediately in the form of a loan from a yet to be formed company, Brook-Hollow Capital.

7. Prior to the creation of Brook-Hollow Capital on or about April 26, 2011, I attended several conferences on behalf of Brook-Hollow Financial in order to gather business intelligence and present information about Brook-Hollow Capital. Etscheid represented on behalf of Brook-Hollow Financial that I would be compensated for my work and presentations at these conferences when Brook-Hollow Capital (or an equivalent) was actually formed.

8. I entered into an Executive Employment Agreement with Brook-Hollow Capital on or about May 1, 2011 (the "Employment Agreement"), with Etscheid signing on behalf of Brook-Hollow Capital. I signed the Employment Agreement in Tennessee and Teresa L. Goff witnessed my signature in Tennessee.

9. I received my compensation from Brook-Hollow Capital in Tennessee. To the best of my knowledge, all payroll taxes and reporting for my employment at Brook-Hollow Capital were done in Tennessee on a quarterly basis.

10. Under the terms of the Agreement, I held the titles of Chief Executive Officer and President of Brook-Hollow Capital until January 19, 2012, when I was informed that I was terminated without cause, effective immediately.

11. As President and CEO, I had sole responsibility for the operations of Brook-Hollow Capital. I was the only full time employee of Brook-Hollow Capital. All of Brook-Hollow Capital's operations were located in Tennessee.

12. My office as CEO and President of Brook-Hollow Capital was located in my home in Brentwood, Tennessee. I personally contracted for all necessary services, including credit bureau access, accounting, and contact management services. I paid for these services and all other expenses associated with my work for Brook-Hollow Capital and Brook-Hollow Financial with a credit card, the billing address for which was my home address in Brentwood, Tennessee. I was reimbursed for all such expenses by either Brook-Hollow Capital or Brook-Hollow Financial. From my home office, I hosted online video conferences with Brook-Hollow Capital and Brook-Hollow Financial personnel, and communicated extensively both internally and with potential customers and clients by telephone and email.

13. I marketed the products of both Brook-Hollow Capital and Brook-Hollow Financial together as a package to attorneys nationwide out of my home office.

14. I marketed the products of Brook-Hollow Capital and Brook-Hollow Financial to attorneys located in Tennessee both in one-on-one meetings and at conferences. I had marketing meetings with multiple Nashville attorneys, as well as calls with officers of the Tennessee Association for Justice, regarding the products of Brook-Hollow Financial and Brook-Hollow Capital. I kept Brook-Hollow Financial and Brook-Hollow Capital fully informed of my marketing activities in Tennessee, including providing reports at weekly marketing conference calls with personnel from Brook-Hollow Financial who were responsible for coordinating marketing for both entities. I was never instructed by anyone associated with Brook-Hollow Financial or Brook-Hollow Capital that I was not to market to Tennessee attorneys.

15. Both Brook-Hollow Financial and Brook-Hollow Capital intended to conduct business in Tennessee. Although Brook-Hollow Capital was not an Industrial Loan & Thrift in Tennessee during the time that I was employed there, Brook-Hollow Capital and Brook-Hollow

Financial were permitted to market their products in Tennessee and engage in some limited loan transactions. The decision was made, on my advice, that Brook-Hollow Capital should apply to be licensed as a Tennessee Industrial Loan & Thrift only after Tennessee customers were identified.

16. I was also responsible for underwriting, creating, and reviewing all credit packages for loans extended by Brook-Hollow Capital. Invoices for pulling credit bureaus through my membership with the National Association of Credit Management on behalf of Brook-Hollow Capital, which I submitted to Etscheid for reimbursement, reflect my home address in Brentwood, Tennessee, as Brook-Hollow Capital's business address.

17. Prior to my termination in January 2012, Brook-Hollow Financial and Brook-Hollow Capital completed one sale to an attorney located in Massachusetts. This sale included both a fee deferment product through Kenmare Assignment Company ("Kenmare"), for whom Brook-Hollow Financial acts as exclusive broker, and a corresponding loan from Brook-Hollow Capital. All operations functions including underwriting, invoicing and collection in regard to this loan were performed in Tennessee. Brook-Hollow Financial was paid a fee for this transaction by Kenmare.

18. Brook-Hollow Financial and Brook-Hollow Capital were managed as one company by Etscheid, Dan McCarthy ("McCarthy"), and the other officers and members of Brook-Hollow Financial. Brook-Hollow Financial is the managing partner and majority owner of Brook-Hollow Capital.

19. All fees and revenue generated by Brook-Hollow Capital and Brook-Hollow Financial were controlled by Etscheid and McCarthy. Etscheid and McCarthy structured the flow of revenue to be generated by Brook-Hollow Capital for their own personal benefit and the

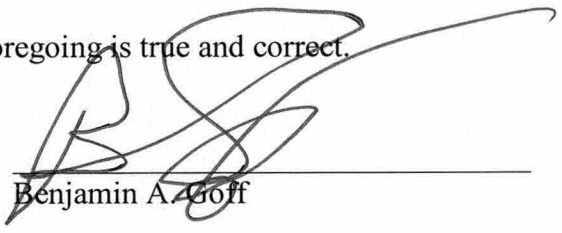
benefit of Brook-Hollow Financial, and frequently moved funds between Brook-Hollow Capital, Brook-Hollow Financial and other related entities at will in order to cover payroll and other expenses. For example, while negotiating Brook-Hollow Capital loan origination fees with a prospective client, Etscheid and McCarthy drafted documents proposing that the prospective client pay the fees to Brook-Hollow Financial instead of Brook-Hollow Capital. In addition, the offering materials provided to Brook-Hollow Capital investors stated that Etscheid was to receive \$12,500 from Brook-Hollow Capital because of his position at Brook-Hollow Financial.

20. The products of Brook-Hollow Capital and Brook-Hollow Financial were marketed together as a package, as directed by Brook-Hollow Financial, using the same marketing materials for both products. Brook-Hollow Capital did not have a separate marketing department and relied on Brook-Hollow Financial to coordinate marketing activities. Both Brook-Hollow Financial and Brook-Hollow Capital marketed their products to Tennessee attorneys, including at American Association for Justice conferences and Mass Torts Made Perfect.

21. In addition to relying on Brook-Hollow Financial employees for marketing coordination, individuals employed by Brook-Hollow Financial acted as Brook-Hollow Capital's Chief Financial Officer and legal counsel.

I declare under penalty of perjury that the foregoing is true and correct.

Executed on August 20, 2012.



Benjamin A. Goff

Respectfully Submitted,

s/ Joseph Allen Kelly

Joseph Allen Kelly, #14921(jkelly@fbtlaw.com)
Frost Brown Todd LLC
150 3rd Avenue South, Suite 1900
Nashville, Tennessee 37201
615.251.5550 Tel.
615.251.5551 Fax

Attorney for Plaintiff Benjamin A. Goff

CERTIFICATE OF SERVICE

Pursuant to Local Rule 5.01, it is hereby certified that service of a true and correct copy of the foregoing has been made upon the following Filing Users through the Electronic Case Filing System on this the 20th day of August, 2012:

Gregory S. Reynolds, Esq.
Stuart A. Burkhalter, Esq.
Riley Warnock & Jacobson, PLC
1906 West End Avenue
Nashville, Tennessee 37203
greynolds@rwjplc.com
sburkhalter@rwjplc.com
Attorneys for Defendants

s/ Joseph Allen Kelly

Joseph Allen Kelly